

Township of Tabernacle

**Town Hall
163 Carranza Road
Tabernacle, NJ 08088**



Workshop Meeting Agenda December 12, 2016 - 7:30 PM

Governing Body

Kimberly A. Brown, Township Committee
Joseph W. Barton, Township Committee
Richard J. Franzen, Township Committee
Joseph Yates, IV, Deputy Mayor
Stephen V. Lee, IV, Mayor

TOWN HALL ADMINISTRATIVE TEAM

Douglas Cramer, CPWM, Administrator	Terry W. Henry, Chief Finance Officer
Dante Guzzi, Township Engineer	Col. William C. Lowe, Emergency Management
Kimberly Smith, Tax Collector	Thomas Boyd, Construction Official
Peter C. Lange, Jr., Esq. Solicitor	La Shawn R. Barber, Municipal Clerk

www.townshipoftabernacle-nj.gov

**Tabernacle Township Committee
December 12, 2016**

Town Hall Meeting

1. Call to Order Flag Salute Open Public Meetings Act Statement

2. ROLL CALL:

___Mr. Barton, ___Ms. Brown, ___Mr. Franzen, ___Mr. Yates and ___Mayor Lee

3. PUBLIC COMMENT ON AGENDA ITEMS

4. RECESS: BOARD OF HEALTH

- Report: Health Officer, Holly Cucuzzella
- Public comment. Closed to the public. Adjournment.
- Reconvene Township Committee meeting.

5. APPROVAL OF BILLS

6. MINUTES FILED BY CLERK

November 28, 2016 (Regular)

7. OLD BUSINESS

- Discussion: Facility Use/License Agreement by and between Tabernacle Township and Tabernacle Athletic Association (TAA)
- PUBLIC HEARING: ORDINANCE 2016-5: PROHIBITION OF WILD ANIMALS AND REGULATION OF THE MAINTENANCE OF AGRICULTURAL ANIMALS ON NON-AGRICULTURAL PROPERTIES / STANDARDS FOR KEEPING CHICKENS.
 - **Public Comment**

8. RESOLUTIONS

2016-126: Authorizing Township to rescind Resolution 2016-121, Appointment of Laborer: P. Howell

9. NEW BUSINESS

- Discussion: Purchase of roadside mowing tractor and trade-in of Township own tractor.

10. REPORTS

- Township Engineer
- Township Administrator
- Township Solicitor
- Township Committee

11. PUBLIC COMMENT

(Please state your name & address for the record, answers to questions will be addressed in reports.)

12. ADJOURNMENT

Draft

FACILITY USE/ LICENSE AGREEMENT BY AND BETWEEN TABERNACLE TOWNSHIP AND TABERNACLE ATHLETIC ASSOCIATION

This Use Agreement and License is entered into by and between the TOWNSHIP OF TABERNACLE, located in Burlington County, New Jersey (hereinafter referred to as the "TOWNSHIP"), and the TABERNACLE ATHLETIC ASSOCIATION, a non-profit corporation of the State of New Jersey (hereinafter referred to as the "TAA") acting by and through their duly authorized representatives and is effective upon the full execution.

For and in consideration of the mutual undertakings hereinafter set forth, the parties agree as follows:

I. License Agreement. The TAA acknowledges that the TOWNSHIP has granted the TAA, and the TAA has accepted a revocable, exclusive license (this "License Agreement") to occupy the Premises as described herein subject to the terms and conditions of this License Agreement. This license is contingent upon and provided as a direct result of the designation of TABERNACLE ATHLETIC ASSOCIATION as the youth recreation organizer and provider for the Township of Tabernacle.

The TAA understands that if the TAA violates any of the terms of this License Agreement or violates the Terms, Provisions, Conditions, Rules and Regulations as adopted from time to time by the TOWNSHIP or if the TAA's occupancy or use of the Premises violates any laws, rules, or regulations, or if, the TOWNSHIP rescinds the designation of the TABERNACLE ATHLETIC ASSOCIATION as the youth recreation organizer and provider for the Township of Tabernacle and sends the TAA a ninety (90) day written notice (a "Revocation Notice") thereby revoking this License Agreement and any and all rights granted to the TAA hereunder, including without limitation, any right to use and/or occupy the Premises and then upon the expiration of such ninety (90) day period, this License Agreement shall be revoked and any and all rights granted to the TAA hereunder shall expire.

In the event that the TOWNSHIP elects to serve the ninety (90) day notice as aforesaid, the TAA agrees that upon the expiration of the ninety (90) day period, this License and all rights of the TAA pursuant to the License Agreement, shall have expired, ceased, and come to an end as if the date contained in such notice were the date contained herein as the termination date of this License Agreement and the TAA agrees to promptly surrender possession of the Premises to the TOWNSHIP.

The TAA agrees to indemnify and hold the TOWNSHIP harmless from all liability, costs, and damages (including attorney's fees incurred by the TOWNSHIP) arising from the TAA's failure to promptly surrender possession of the Premises to the TOWNSHIP as required hereunder upon the TOWNSHIP's election to terminate this License Agreement and revoke the license hereunder as aforesaid. The TAA shall, upon demand, at any time or times (after notice as aforesaid is rendered by the TOWNSHIP) execute, acknowledge, and deliver to the TOWNSHIP, without expense to the TOWNSHIP, any and all instruments that may be necessary and proper to evidence the surrender of the Premises to the

TOWNSHIP and/or recovery of exclusive possession of the Premises by the TOWNSHIP.

II. Description of Premises. The TOWNSHIP agrees to permit the use of its facilities known as the Patty Bowker Sports Complex Concession/Snack Stand together with the garage, bathrooms, all storage areas and kitchen located at Patty Bowker Road, Tabernacle, NJ, hereinafter called the "Premises".

III. Use and operation of the Premises. The TAA shall have exclusive use of the Premises for providing the complex with food service for any TAA sponsored events, special community/recreation events and/or tournaments that are unrelated to scheduled TAA sports events in coordination with the Township Administrator.

The TAA shall not engage in any business on the Premises or do anything in connection therewith which shall be in violation of any existing State or Federal law or municipal ordinances.

In concert with the Tabernacle Township Administrator and the Department of Public Works, TAA will endeavor to conduct operations so as not to constitute a nuisance to property owners.

No ale, beer, or intoxicating liquor of any kind, shall be kept or sold by the TAA or any of its employees or volunteers within the premises or upon the sports complex grounds.

All food or drink prepared, served, sold or stored shall be done so in strict conformity with all Township Ordinances, County, State and Federal statutes.

All monies earned from snack stand operations and special fund raising events hosted by the TAA are 100% the property of the TAA.

TOWNSHIP shall be responsible for the following:

- TOWNSHIP shall be responsible for all trash collection generated by the concession stand inside the complex area. TOWNSHIP will furnish trash receptacles, as well as recycling receptacles. Recycling is mandated in TOWNSHIP.
- TOWNSHIP shall provide restroom supplies except that TAA will provide restroom supplies for tournaments and special events.
- TOWNSHIP shall be responsible for off-season winterizing of plumbing fixtures and cutting off all water and electricity inside the concession stand at a date to be mutually agreed upon between TAA and Township.
- TOWNSHIP shall be responsible for the maintenance and upkeep of all underground utility lines and pipes leading up to the concession stand.
- TOWNSHIP will have the water to the concession stand turned on by March 1st of each year unless freezing weather conditions are prevalent.

- TOWNSHIP shall be responsible for any and all necessary well maintenance and for any and all necessary maintenance to ensure a potable water supply and for any and all maintenance necessary for continued sewer/septic service to the concession stand.
- TOWNSHIP shall review the terms and conditions of this license agreement in consultation with TAA and amend or modify the agreement if deemed necessary by TOWNSHIP not less than every five (5) years after adoption.

TAA shall be responsible for the following:

- TAA shall, at all times for the duration of the AGREEMENT, maintain the inside of the concession stand and shall be responsible for all appliances and all equipment necessary for storage, preparation, and serving of food and drinks in a safe, sanitary manner, commensurate with and in compliance with all Twp. Ordinances and county, state, and federal statutes and regulations.
- TAA shall comply with all state and county health regulations governing the public sale of food and drink.
- TAA shall at all times during the duration of the AGREEMENT, be responsible for the sanitary conditions of the plumbing fixtures, equipment, walls, ceilings, floors, cabinets, doors, etc. on the inside of the concession stand and the attached restrooms.
- TAA shall be responsible for the total contents of the concession stand and for securing any insurance for all of the contents and paying the insurance premiums for same.

The concession facilities shall only be operated by TAA, its agents, officers, employees, volunteers and members, and such operation shall occur only during TAA sponsored events. Public Restrooms shall be opened to the public at the discretion of the TAA and only when the Concession Stand is in operation by the TAA.

All coaches and snack stand volunteers are required to return keys after each season. TAA President and TAA Baseball Director shall be permitted to keep keys for off-season access to the concession stand for emergency purposes.

TAA will pay for electric usage for TAA operations and activities. Township shall include the Patty Bowker electrical meter in the Township's municipal account. TAA will deposit \$500.00 into an escrow account to be held by Township for payment of TAA's electric usage at Patty Bowker. TAA will then reimburse Township for electrical charges within 10 business days of notification of any monthly-billed amount and restore the escrow balance to \$500.00.

TOWNSHIP reserves and maintains sole and exclusive possession of the

premises subject to this License Agreement. TOWNSHIP reserves its right to exclude any individual or group from the Premises based on conduct which it determines, in its sole discretion, to be objectionable or contrary to the TOWNSHIP's interests.

TOWNSHIP may establish and publish rules and regulations and amend same from time to time for the use of the premises designed to protect the premises and facilities from damage or abuse, to assure the maintenance of order and to protect the safety and welfare, as well as, the health of persons using such facilities. TAA agrees to comply with the Rules and Regulations established by the TOWNSHIP with respect to the use and occupancy of the Premises as same may hereafter be amended all of which are deemed to be incorporated herein and made a part hereof

TAA understands and agrees that it may not cause, maintain, or permit conditions in the Premises which do not meet reasonable standards of cleanliness and order and/or which inhibit the TOWNSHIP from utilizing the Premises for its purposes and/or which require the TOWNSHIP to cure the conditions by incurring additional expenses and/or which cause damage to the Premises, furnishings or fixtures.

TOWNSHIP hereby designates and authorizes the Township Administrator as its agent for the purpose of exercising the TOWNSHIP's rights and obligations under this agreement.

IV. Maintenance and Utilities. TAA shall be responsible for and pay any and all costs associated with cleaning the premises, repairs to or replacement of kitchen equipment and appliances, vending machines, washing machines and/or ice machines.

Township shall keep the grounds in a landscaped and maintained condition.

TOWNSHIP shall be responsible for and pay any and all costs associated with the maintenance of the trash service to the premises, regular snow plowing of the parking lot and any and all major building and/or roof repairs. Township shall be responsible for all HVAC and plumbing maintenance and repairs.

TOWNSHIP shall pay for the costs attributed to the phone, cable, internet, alarm and security lines, if any, servicing the snack stand.

TOWNSHIP shall be responsible to schedule and pay for monthly water tests of the potable water supply in accordance with applicable regulations.

TOWNSHIP shall annually schedule and conduct a health inspection of the concession stand on ten (10) days' notice to TAA in accordance with applicable regulations.

V. Assignment of License. TAA shall not assign this license agreement nor shall it license the premises or any portion thereof to any third party without the consent of the Township Administrator. The Township reserves the right to reject and prohibit any

license or rental by TAA.

VI. Non-discrimination. During the occupancy and performance of its respective duties and responsibilities as related to this License Agreement, TAA shall not discriminate on the basis of race, creed, color, age, national origin, religion, sex or disability in accordance with current State and Federal laws.

VII. Indemnification/Insurance. TAA understands that the TOWNSHIP's insurance does not protect TAA's personal property, whether located on the Premises or elsewhere, due to loss or damage from fire, water, theft, or other causes.

TAA acknowledges that the TOWNSHIP provides TAA with certain premises liability insurances through the Joint Insurance Fund. If such insurance coverage is canceled due to reasons beyond the control of the Township on notice to TAA, TOWNSHIP hereby advises TAA that it must obtain, at TAA's sole cost and expense, its own liability insurance.

TOWNSHIP shall not be liable to TAA or the TAA's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of TAA or TAA's agents, officials, employees, contractors, members and/or guests and TAA agrees to indemnify and hold the TOWNSHIP, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of TAA, its agents, officials, employees, contractors, members or guests.

TAA shall not be liable to TOWNSHIP or TOWNSHIP's agents, officials, employees, contractors, members and/or guests for any damage to person or property caused by an act of negligence or malfeasance of TOWNSHIP or TOWNSHIP's agents, officials, employees, contractors, members and/or guests and TOWNSHIP agrees to indemnify and hold TAA, its officers, officials and employees harmless from any and all claims for any such damage arising out of the activities of TOWNSHIP, its agents, officials, employees, contractors, members or guests.

In the event that TAA is required to obtain any insurance for its own benefit, TAA shall provide TOWNSHIP, on demand, with a Certificate of Insurance evidencing the existence of Workmen's Compensation Insurance for TAA volunteers and evidencing the existence of a policy of public liability insurance in a reasonable amount to be determined by TOWNSHIP naming TOWNSHIP as an additional insured under the coverage obtained and maintained by TAA. The Premises shall at all times be kept insured by adequate public liability insurance protecting TOWNSHIP with coverage and limits which are satisfactory to TOWNSHIP.

TOWNSHIP will obtain and maintain insurance, at its sole cost and expense, protecting the building against loss due to fire or other casualty.

VIII. Use by TOWNSHIP. TOWNSHIP reserves the right to utilize the facilities on reasonable notice to TAA for any reason on mutually agreeable dates. Township is prohibited from using any TAA owned kitchen equipment unless operated by TAA

personnel.

IX. Criminal Background Checks. One of the primary goals of the Township is to continually ensure the safety and welfare of its youth during their participation in all sports and athletic activities that occur on or in Township Athletic fields. The Association shall conduct criminal background checks on all TAA coaches, assistant coaches, managers, program directors and administrators in accordance with Township Ordinance requiring same.

X. User Fees. The Association shall pay the Township a non-resident user fee of \$10.00 for each non-resident who participates in seasonal league play in a TAA program. TAA will provide the count of non-resident participants per program to the Recreation Committee for inclusion in their Annual Report. TAA will submit a payment that reflects the non-resident user fees collected annually as reimbursement to the Township by July 31 each year.

XI. Independent Agent. Nothing contained herein shall be deemed or construed by the parties hereto or by any third-party as creating the relationship of principal and agent, partners, joint ventures or other similar such relationship between the parties hereto. It is understood and agreed that no provision contained herein nor any acts of the parties hereto create a relationship other than the relationship of licensor and licensee.

XII. Amendments, Governing Law and Venue. Amendments and alterations to this Agreement shall be in writing. This Agreement shall be governed by the laws of the State of New Jersey and the parties agree that this Agreement is performed in Burlington County, New Jersey.

XIII. Arbitration. Should the parties not be able to reasonably settle a dispute arising out of or relating to this agreement, same shall be settled by binding arbitration in Burlington County, New Jersey in accordance with the rules of the American Arbitration Association.

XIV. Severability. If any provision of this Agreement shall fail or be stricken for any reason whatsoever, the remainder of this Agreement shall remain in full force and effect.

This Agreement is made and entered into on the ____ day of _____, 2016.

Tabernacle Township

La Shawn R. Barber
Municipal Clerk

Stephen Lee IV, Mayor

Print name:

Print name:

Secretary of TABERNACLE ATHLETIC
ASSOCIATION

President of the Tabernacle ATHLETIC
ASSOCIATION

Draft

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

ORDINANCE 2016-5

**PROHIBITION OF WILD ANIMALS AND REGULATION OF THE
MAINTENANCE OF AGRICULTURAL ANIMALS ON NON-AGRICULTURAL
PROPERTIES / STANDARDS FOR KEEPING CHICKENS.**

NOTICE IS HEREBY GIVEN that the foregoing ordinance was introduced and passed on first reading by the Township Committee on 12th day of September 2016, and considered for second and final passage on September 26, 2016 at 7:30 p.m. The public hearing on the ordinance was tabled and will be continued to be further considered for final passage at a meeting of the Township Committee. The purpose of this ordinance is to adopt standards for keeping chickens to be established in the Tabernacle Township Code. This will be held at the Municipal Building, 163 Carranza Road, Tabernacle, New Jersey 08088 at 7:30 p.m. Any person desiring to be heard upon the same will be given the opportunity. Copies are available in the office of the Municipal Clerk.

**La Shawn R. Barber, RMC
Municipal Clerk**

TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2016-5

AN ORDINANCE ESTABLISHING SECTION 5-5.3.1

UNDER ARTICLE 5, CHAPTER 5

**PROHIBITION OF WILD ANIMALS AND REGULATION OF THE
MAINTENANCE OF AGRICULTURAL ANIMALS ON NON-
AGRICULTURAL PROPERTIES.**

entitled

“STANDARDS FOR KEEPING CHICKENS”

WHEREAS, Tabernacle Township has a long-standing agricultural history and rural character; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens promotes healthy food choices, including fresh eggs and the creation of local sustainable food systems; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens, when properly managed and cared for provides an excellent source of fertilizer for gardening; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens provides for a family-friendly experience; and

WHEREAS, the Tabernacle Township Committee has determined, after consultation and review of the Recommended Guidelines for Home Animal Agriculture in Residential Areas published by Rutgers University Department of Animal Sciences, that the keeping of chickens requires the imposition of certain safeguards and standards to ensure that the activity is properly regulated to prevent against nuisance related activities and to ensure

proper health and safety; and

WHEREAS, it is the intent of the Tabernacle Township Committee, notwithstanding the provisions of this ordinance and in order to benefit from this ordinance, that Tabernacle Township residents will review their respective property deeds for any deed restrictions against such use, and the rules and regulations of their respective homeowner's association, to determine whether or not the "Keeping of Chickens" would be contractually prohibited on their real property.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Tabernacle, County of Burlington, State of New Jersey, "Standards for Keeping Chickens" is hereby established and supplements the Tabernacle Township Code as follows:

SECTION 1. The above restrictions included at 5-5.3 notwithstanding, chickens, as defined herein, may be kept, harbored and maintained on non-agricultural property subject to all of the following conditions:

SECTION 2. Definitions.

The following words and terms when used in this section shall be deemed to have meanings herein stated.

- A. Chicken – A domesticated fowl of the subspecies *Gallus gallus domesticus*. Such definition shall include such chickens defined as layers, broilers, and fryers.
- B. Mature Chicken – A chicken, which has attained sexual maturity or an age of at least three (3) months.
- C. Coop – An enclosure, cage, or pen usually with bars or wire, in which chickens

are confined.

D. Droppings – the excrement of chickens.

E. Poultry – Shall include the chickens, ducks, turkeys, geese and game birds including but not limited to pheasants and quail, peafowl, and guinea fowl.

SECTION 3. Purpose.

A. No person shall raise, keep or harbor any live chickens without first obtaining a permit for that purpose from the Tabernacle Township Zoning Officer covering the premises intended to be so used.

B. The provisions of this ordinance shall not be deemed to authorize the keeping of live chickens or their by-products for sale or preparation of sale.

C. The provisions of this ordinance are intended to regulate the keeping of live chickens only. The keeping of any other type of poultry when inconsistent with other sections of the Tabernacle Township Code is prohibited.

SECTION 4. General Regulations.

A. Minimum Residential Lot Size. A minimum lot size of one-half acre is required to keep chickens pursuant to this Section. Keeping of chickens shall only be permitted in zoning districts for residential or agricultural use.

B. Number of Allowable Chickens. No more than nine (9) female chickens may be kept on any residential lot.

C. Roosters, Cockerel. Roosters and Cockerels are prohibited.

D. Slaughtering. Slaughtering chickens in public view is prohibited.

- E. No Running At Large. No person owning, keeping, maintaining harboring a chicken shall permit, suffer, or allow a chicken to run at large upon any public streets or upon any private property. Such action is deemed to be a nuisance and dangerous to public health and safety.
- F. No Disturbing Of Peace. No person owning, keeping, maintaining or harboring a chicken shall permit, suffer or allow a chicken to disturb the peace or quiet of the neighborhood by creating a noise across a residential property line continually for ten (10) minutes or intermittently for thirty (30) minutes, unless provoked.
- G. Each animal subject to this ordinance shall be free from sickness or disease. Should the Board of Health have reasonable cause to question the health of any animal, it shall have the authority to require, after notice to the owner, an examination by a doctor of veterinary medicine; which examination shall be at the expense of the owner. Chickens found to be infested with insects, parasites or pathological viruses or bacteria that may result in unhealthy conditions to human habitation may be removed by an animal control officer.

SECTION 5. Structures and Enclosures.

- A. All chickens shall be provided a fully enclosed shelter with a fenced enclosure outside of and completely apart from any building used wholly or in part for dwelling purposes. Shelters and enclosures shall be located in the rear yard.
- B. Structures shall have covered tops and provide for protection from predators.
- C. Shelters and enclosures shall comply with any and all zoning restrictions applicable to accessory buildings and shall be located at least thirty (30) feet from any residential structure on an adjoining property.

- D. Shelters shall not exceed sixty (60) square feet in size or eight (8) feet in height.
- E. Fences shall not exceed six (6) feet in height.
- F. The floors of all coops, runs and the surrounding areas of all such places shall be kept clean and dry at all times and shall be subject to periodic inspection by the Health Officer or their representative.
- G. Coops and runs shall be disinfected or otherwise treated at the owner's expense when so directed by the Health Officer.
- H. Shelters and enclosures shall not be used after construction for storage or any other purpose or use other than for the keeping of chickens.

SECTION 6. Manure Storage, Use, and Removal.

- A. **Manure Storage.** Manure storage areas shall be located at least 100 linear feet from waters of the state. Land application of animal waste shall be performed in accordance with the principles of the NJDA Best Management Practices (BMP) Manual.
- B. Manure applied to soil. Poultry manure can be applied to the soil at a rate not to exceed two-hundred (200) pounds per one thousand (1000) square feet every three months. Manure should be incorporated into the soil and not used on the surface of the soil.
- C. **Waste Removal.** All droppings, feculent matter, and waste shall be removed weekly from each coop and shall be removed from the premises or other wise disposed of in a manner as shall prevent the inhalation of aerosolized fecal matter, odor and the attraction of insects and rodents.

If any provision of this ordinance is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall be severed from this ordinance and rendered ineffective without modifying the remaining provisions and shall not affect any other circumstances of or the validity or enforcement of this ordinance.

Introduction: September 12, 2016

Adoption:

NOTICE OF FINAL ADOPTION:

PLEASE TAKE NOTICE that an Ordinance entitled as above was finally adopted following a public hearing by the Township Committee of the Township of Tabernacle, County of Burlington and State of New Jersey at a meeting thereof held on_____, 2016 at the Municipal Building, 163 Carranza, Road, Tabernacle New Jersey 08088 at 7:30P.M.

La Shawn R. Barber, RMC
Municipal Clerk

amended

TOWNSHIP OF TABERNACLE

ORDINANCE NO. 2016-5

AN ORDINANCE ESTABLISHING SECTION 5-5.3.1 UNDER ARTICLE 5, CHAPTER 5

PROHIBITION OF WILD ANIMALS AND REGULATION OF THE MAINTENANCE OF AGRICULTURAL ANIMALS ON NON- AGRICULTURAL PROPERTIES.

Entitled

“STANDARDS FOR KEEPING CHICKENS”

WHEREAS, Tabernacle Township has a long-standing agricultural history and rural character; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens promotes healthy food choices, including fresh eggs and the creation of local sustainable food systems; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens, when properly managed and cared for provides an excellent source of fertilizer for gardening; and

WHEREAS, the Tabernacle Township Committee has determined that the keeping of chickens provides for a family-friendly experience; and

WHEREAS, the Tabernacle Township Committee has determined, after consultation and review of the Recommended Guidelines for Home Animal Agriculture in Residential Areas published by Rutgers University Department of Animal Sciences, that the keeping of chickens requires the imposition of certain safeguards and standards to ensure that the activity is properly regulated to prevent against nuisance related activities and to ensure proper health and safety; and

WHEREAS, it is the intent of the Tabernacle Township Committee, notwithstanding the provisions of this ordinance and in order to benefit from this ordinance, that Tabernacle Township residents will review their respective property deeds for any deed restrictions against such use, and the rules and regulations of their respective homeowner's association, to determine whether or not the "Keeping of Chickens" would be contractually prohibited on their real property.

NOW, THEREFORE, BE IT ORDAINED by the Township Committee of the Township of Tabernacle, County of Burlington, State of New Jersey, "Standards for Keeping Chickens" is hereby established and supplements the Tabernacle Township Code as follows:

SECTION 1. The above restrictions included at 5-5.3 notwithstanding, chickens, as defined herein, may be kept, harbored and maintained on non-agricultural property subject to all of the following conditions:

SECTION 2. Definitions.

The following words and terms when used in this section shall be deemed to have meanings herein stated.

- A. Chicken – A domesticated fowl of the subspecies *Gallus gallus domesticus*. Such definition shall include such chickens defined as layers, broilers, and fryers.
- B. Mature Chicken – A chicken, which has attained sexual maturity or an age of at least three (3) months.
- C. Coop – An enclosure, in which chickens are confined.
- D. Droppings – the excrement of chickens.
- E. Poultry – Shall include the chickens, ducks, turkeys, geese and game birds including

but not limited to pheasants and quail, peafowl, and guinea fowl.

SECTION 3. Purpose.

- A. The provisions of this ordinance are intended to regulate the keeping of live chickens only. The keeping of any other type of poultry when inconsistent with other sections of the Tabernacle Township Code is prohibited.

SECTION 4. General Regulations.

- A. **Minimum Residential Lot Size.** A minimum lot size of one-half acre is required to keep chickens pursuant to this Section. Keeping of chickens shall only be permitted in zoning districts for residential or agricultural use.
- B. **Number of Allowable Chickens.** Pursuant to the Rutgers Cooperative Extension Recommended Guidelines for Home Animal Agriculture in Residential Areas and its “animal unit” concept, excluding the residence/lawn area associated with a residential property, the maximum number of allowable female chickens shall be 125 per acre, 62 per $\frac{1}{2}$ acre, 31 per $\frac{1}{3}$ acre, and 15 per $\frac{1}{4}$ acre. No proration is permitted for fractional areas of land smaller than $\frac{1}{4}$ acre.
- C. **Roosters, Cockerel.** One Rooster and/or Cockerel is permitted on lots of at least three (3) acres.
- D. **Slaughtering.** Slaughtering chickens in public view is prohibited.
- E. **No Running At Large.** No person owning, keeping, maintaining harboring a chicken shall permit, suffer, or allow a chicken to run at large upon any public streets or upon any private property. Such action is deemed to be a nuisance and dangerous to public health and safety.

- F. No Disturbing Of Peace. No person owning, keeping, maintaining or harboring a chicken shall permit, suffer or allow a chicken to disturb the peace or quiet of the neighborhood by creating a noise across a residential property line continually for ten (10) minutes or intermittently for thirty (30) minutes, unless provoked.
- G. Each animal subject to this ordinance shall be free from sickness or disease. Should the Board of Health have reasonable cause to question the health of any animal, it shall have the authority to require, after notice to the owner, an examination by a doctor of veterinary medicine; which examination shall be at the expense of the owner. Chickens found to be infested with insects, parasites or pathological viruses or bacteria that may result in unhealthy conditions to human habitation may be removed by an animal control officer.

SECTION 5. Structures and Enclosures.

- A. All chickens shall be provided a fully enclosed shelter with a fenced enclosure outside of and completely apart from any building used wholly or in part for dwelling purposes. Shelters and enclosures shall be located in the rear yard.
- B. Shelters and enclosures shall comply with any and all zoning restrictions applicable to accessory buildings and shall be located at least thirty (30) feet from any residential structure on an adjoining property.
- C. Shelters shall not exceed sixty (60) square feet in size or eight (8) feet in height.
- D. Fences shall not exceed six (6) feet in height.

SECTION 6. Manure Storage, Use, and Removal.

- A. Manure Storage. Manure storage areas shall be located at least 100 linear feet from waters of the state and shall comply with any building setback requirements applicable to accessory buildings in any particular residential zone. Land application of animal waste shall be performed in accordance with the principles of the NJDA Best Management Practices (BMP) Manual. All manure and/or composting manure piles shall be covered to prevent leaching.
- B. Manure applied to soil. Poultry manure can be applied to the soil at a rate not to exceed two-hundred (200) pounds per one thousand (1000) square feet every three months. Manure should be incorporated into the soil and not used on the surface of the soil.
- C. Waste Removal. All droppings, feculent matter, and waste shall be removed weekly from each coop and shall be removed from the premises or otherwise disposed of in a manner as shall prevent the inhalation of aerosolized fecal matter, odor and the attraction of insects and rodents.

If any provision of this ordinance is prohibited by law or judged by a court to be unlawful, void or unenforceable, that provision shall be severed from this ordinance and rendered ineffective without modifying the remaining provisions and shall not affect any other circumstances of or the validity or enforcement of this ordinance.

Introduction: September 12, 2016
Adoption:

amended

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PLEASE TAKE NOTICE that an Ordinance entitled as above was finally adopted following a public hearing by the Township Committee of the Township of Tabernacle, County of Burlington and State of New Jersey at a meeting thereof held on_____, 2016 at the Municipal Building, 163 Carranza, Road, Tabernacle New Jersey 08088 at 7:30P.M.

La Shawn R. Barber, RMC

Municipal Clerk

**TOWNSHIP OF TABERNACLE
BURLINGTON COUNTY, NEW JERSEY**

**RESOLUTION 2016-126
RESCINDING RESOLUTION 2016-121 AUTHORIZING THE APPOINTMENT OF
PUBLIC WORKS LABORER: PHIL HOWELL**

WHEREAS, by Resolution 2016-121, the Township of Tabernacle approved the appointment of Phil Howell to the position of Public Works Laborer; and

WHEREAS, after further consideration Phil Howell decided to decline the position he previously accepted for personal reasons.

NOW, THEREFORE, BE IT RESOLVED, that Tabernacle Township Committee of Burlington County, State of New Jersey, hereby rescinds Resolution 2016-121 and directs the Municipal Clerk to attach this Resolution to the adopted Resolution 2016-121 as a matter of record.

DATE: December 12, 2016

**La Shawn R. Barber, RMC
Municipal Clerk**

Stephen V. Lee, IV, Mayor

VOTE ON ADOPTION

	Moved	Seconded	Ayes	Nays	Absent	Abstain
Joseph W. Barton						
Kimberly A. Brown						
Richard J. Franzen						
Stephen V. Lee, IV						
Joseph Yates, IV						

I hereby certify that the foregoing is a true copy of a Resolution adopted by the Township Committee of the Township of Tabernacle at a meeting held on the 12th day of December 2016.

**La Shawn R. Barber, RMC
Municipal Clerk**